

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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:
SYNTEL STERLING BEST SHORES :
MAURITIUS LIMITED, et al., :
: 15 Civ. 211 (LGS)
Plaintiffs/Counterclaim-Defendants, :
: ORDER
-against- : (Defendants' MIL No. 5)
:
THE TRIZETTO GROUP, et al., :
:
Defendants/Counterclaim-Plaintiffs. :
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LORNA G. SCHOFIELD, District Judge:

WHEREAS, Defendants/Counterclaim-Plaintiffs The TriZetto Group, Inc. and Cognizant Technology Solutions Corp. (collectively, "Defendants") move *in limine* (Dkt. No. 707) to preclude Plaintiffs/Counterclaim-Defendants Syntel Sterling Best Shores Mauritius Limited and Syntel, Inc. (together, "Syntel") from presenting testimony on matters over which Syntel claimed privilege during the deposition of its trial witness Daniel Moore;

WHEREAS, by Order dated September 30, 2020, Defendants were directed to file a reply in support of its motion *in limine* No. 5 (Dkt. No. 842), and on October 5, 2020, Defendants filed a reply and a declaration in support of the motion (Dkt. Nos. 849, 850);

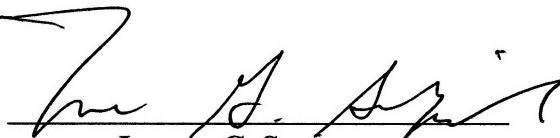
WHEREAS, at the October 7, 2020, final pretrial conference, counsel for Syntel represented that Mr. Moore would not testify at trial about the meaning or his understanding of the Master Services Agreement and would instead testify about facts concerning the evolution of the Master Services Agreement -- the history of the dealings between the parties. It is hereby

ORDERED that Defendants' motion *in limine* No. 5 is GRANTED. Syntel may not provide testimony concerning matters about which Syntel's Rule 30(b)(6) witness Daniel Moore

refused to testify based on claims of privilege at his deposition in his Rule 30(b)(6) capacity and at his depositions in his personal capacity, but trial counsel may argue regarding the meaning and interpretation of the MSA.

The Clerk of Court is respectfully directed to close the motion at Docket No. 707.

Dated: October 8, 2020
New York, New York


LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE